

REMARKS

In the final Office Action dated December 11, 2007, the Examiner rejected claims 1, 4, and 17 under 35 U.S.C. §102(e) as anticipated by Muramatsu et al. (U.S. Published Application No. 2004/0014490). Claims 5, 6, 18, 19, and 20 were rejected under 35 U.S.C §103(a) as unpatentable over Muramatsu et al. in view of Hayes, Jr. et al. (U.S. Patent No. 5,974,312). No claims were allowed.

Applicants have canceled claims 1, 4, and 17 and, accordingly, remove the Examiner's rejection of those claims under 35 U.S.C §102(e).

Claims 5, 6, 18 and 19 have been amended to put them in independent form. Claims 5 and 6 now each include the limitations of claim 1. Claims 18 and 19 now each include the limitations of claim 17.

Applicants respectfully traverse the rejection of claims 5, 6, and 18-20 under §103(a) as follows. Muramatsu et al. is assigned to Sharp Kabushiki Kaisha ("Sharp Corporation"), 22-22, Nagaike-cho, Abeno-ku, Osaka, Japan, as was recorded in the USPTO assignment records at reel/frame 014279/0768. The present application is assigned to Sharp Laboratories of America, Inc. ("SLA"), as recorded at reel/frame 014548/0860. SLA is a wholly-owned subsidiary of Sharp Corporation and is under contractual obligation to assign all completed patent applications filed in its name to Sharp Corporation, as evidenced by the attached, redacted, contract entitled "The Basic Agreement on Research Development and Service," dated July 1, 1995. At the time the claimed invention was made, the owners thereof were subject to an obligation to assign the invention to Sharp Corporation, which is the same entity as owns the Muramatsu et al. patent. Under §103(c)(1), therefore, Muramatsu et al. does not preclude patentability

under §103 and is, thus, removed as a reference against claims 5, 6, and 18-20.

In view of the foregoing, applicants submit that the rejection of each of claims 5, 6, 18, 19, and 20 under §103(a) is fully overcome because the rejection for each such claim combines a reference which has been removed. Claims 5, 6, 18, 19, and 20 are, accordingly, fully allowable.

This response is accompanied by a Petition for Extension of Time Under 37 C.F.R. §1.136(a) requesting a one-month extension, together with a deposit account authorization for the fee therefore.

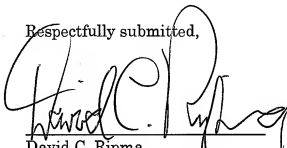
This response is accompanied by an IDS.

In view of the foregoing, applicants respectfully request reconsideration of the application, as amended, and ask that it be passed to issue.

The Commissioner is hereby authorized to charge or credit any deficiencies or overpayments in connection with this filing to Deposit Account No. 19-1457.

Date: 4/4/08

Respectfully submitted,


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Reel/Frame: [014548/0860](#)

Recorded: 09/24/2003

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1	Patent #: NONE	Issue Dt:	Application #: 10670001	Filing Dt: 09/24/2003
	Publication #: US20050064901	Pub Dt: 03/24/2005		
	Title: Downloading data files to mobile communication device via an optical communication link			

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Exec Dt: 09/23/2003

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Exec Dt: 09/23/2003

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Patent Assignment Abstract of Title

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Total Assignments: 1

Patent #: NONE

Issue Dt:

Application #: 10618762

Filing Dt: 07/15/2003

Publication #: 20040014490

Pub Dt: 01/22/2004

Inventor: *** PALM SYSTEM IS NOT AVAILABLE ***

Title: Code structure and code reading terminal

Assignment: 1

Reel/Frame: 014279/0768

Recorded: 06/15/2003

Pages: 3

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: MURAMATSU, TAKEHARU

Exec Dt: 05/30/2003

ISHIKAWA, HIROKAZU

Exec Dt: 05/28/2003

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THE BASIC AGREEMENT ON RESEARCH DEVELOPMENT AND SERVICE

AGREEMENT made and entered into this first day of July 1995
by and between:

SHARP CORPORATION, a Japanese corporation having its principal place of business at 22-22 Nagaike-cho Abeno-ku Osaka 545 Japan (hereinafter referred to as "Sharp")

and

SHARP LABORATORIES OF AMERICA INC., a Washington corporation incorporated in the State of Washington having its principal place of business at 5700 NW Pacific Rim Blvd., Camas WA 98607 (hereinafter referred to as "SLA")

RECITALS:


[illegible]

ARTICLE 4 RIGHTS IN THE CONTRACT RESEARCH

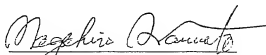
B2. On behalf of Sharp, SLA shall, at the expense of SLA, make or cause to make, patent applications to the U.S. Patent Office covering all new ideas, techniques, methods or design concepts arising from the Contract Research if such patent applications are judged necessary by SLA's management after consultation with the appropriate Sharp management. After the completion of patent application, SLA shall assign its right to Sharp.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the date first above written.

SHARP LABORATORIES OF
AMERICA, INC.


Jon K. Clemens
President and CEO

SHARP CORPORATION


Magohiro Aramoto
Senior Executive
Director